

JOHNSON & PHAM, LLP
Christopher D. Johnson, SBN: 222698
E-mail: cjohnson@johnsonpham.com
Christopher Q. Pham, SBN: 206697
E-mail: cpham@johnsonpham.com
Marcus F. Chaney, SBN: 245227
E-mail: mchaney@johnsonpham.com
6355 Topanga Canyon Boulevard, Suite 115
Woodland Hills, California 91367
Telephone: (818) 888-7540
Facsimile: (818) 888-7544

Attorneys for Plaintiff
PRODUCT PARTNERS, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PRODUCT PARTNERS, LLC, a
California Limited Liability Company,

Plaintiff,

vs.

M. CHAN DVD STORE, a Business
Entity of Unknown Status, et al.,

Defendants.

Case No.: EDCV09-2225 ABC (DTBx)

**[PROPOSED] FINAL
JUDGMENT, INCLUDING
PERMANENT INJUNCTION,
AGAINST DEFENDANT JOSE
MARTINEZ**

The Court, pursuant to the Stipulation For Entry of Final Judgment, Including Permanent Injunction (“Stipulation”) and separate Confidential Settlement Agreement between Plaintiff PRODUCT PARTNERS, LLC (“Plaintiff”) on the one hand, and Defendant JOSE MARTINEZ (“Defendant”), on the other, hereby ORDERS, ADJUDICATES and DECREES that final judgment,

1 including permanent injunction, shall be and hereby is entered on the Complaint in
2 the above-referenced matter as follows:

3 1. **PERMANENT INJUNCTION.** Defendant and any person or entity
4 acting in concert with, or at the direction of him, including any and all agents,
5 servants, employees, partners, assignees, distributors, suppliers, resellers and any
6 others over which he may exercise control, are hereby restrained and enjoined,
7 pursuant to 15 U.S.C. § 1116, from engaging in, directly or indirectly, or
8 authorizing or assisting any third party to engage in, any of the following activities
9 in the United States and throughout the world:

10 a. copying, manufacturing, importing, exporting, marketing, sale,
11 offering for sale, distributing or dealing in any product or service that uses, or
12 otherwise making any use of, any Plaintiff's Beachbody® and P90X® trademarks
13 and copyrights, and/or any intellectual property that is confusingly or substantially
14 similar to, or that constitutes a colorable imitation of, any of Plaintiff's
15 Beachbody® and P90X® trademarks and copyrights, whether such use is as, on, in
16 or in connection with any trademark, service mark, trade name, logo, design,
17 Internet use, website, domain name, metatags, advertising, promotions,
18 solicitations, commercial exploitation, television, web-based or any other program,
19 or any product or service, or otherwise;

20 b. performing or allowing others employed by or representing him,
21 or under his control, to perform any act or thing which is likely to injure Plaintiff,
22 any Plaintiff's Beachbody® and P90X® trademarks and copyrights, and/or
23 Plaintiff's business reputation or goodwill;

24 c. engaging in any acts of federal and/or state trademark and/or
25 copyright infringement, false designation of origin, unfair competition, dilution, or
26 other act which would tend damage or injure Plaintiff; and/or

27 d. using any Internet domain name or website that includes any
28 Plaintiff's Trademarks and Copyrights, including the Beachbody® and P90X®

1 marks.

2 2. Defendant is ordered to deliver immediately for destruction all
3 unauthorized products, including counterfeit P90X® products and related products,
4 labels, signs, prints, packages, wrappers, receptacles and advertisements relating
5 thereto in his possession or under his control bearing any of Plaintiff's intellectual
6 property or any simulation, reproduction, counterfeit, copy or colorable imitations
7 thereof, and all plates, molds, heat transfers, screens, matrices and other means of
8 making the same, to the extent that any of these items are in Defendant's
9 possession.

10 3. This Final Judgment shall be deemed to have been served upon
11 Defendant at the time of its execution by the Court.

12 4. The Court finds there is no just reason for delay in entering this
13 Injunction and, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, the
14 Court directs immediate entry of this Injunction against Defendant.

15 5. The Court retains jurisdiction to enforce the terms and conditions of
16 the Confidential Settlement Agreement entered into by the parties.

17
18 6. **NO APPEALS AND CONTINUING JURISDICTION.** No
19 appeals shall be taken from this Final Judgment, Including Permanent Injunction,
20 and the parties waive all rights to appeal. This Court expressly retains jurisdiction
21 over this matter to enforce any violation of the terms of this Final Judgment,
22 Including Permanent Injunction, and the Permanent Injunction herein.

23 ///

24 ///

25 ///

26

27

28

